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Certificate Issued Date	26-Nov-2014 01:27 PM
Account Reference	NONACC (FI) kaeshk08/ RAJAJINAGAR1/ KA-BA
Unique Doc. Reference	SUBIN-KAKAKSFCL08836933966975MM
Purchased by	COMMISSIONER BBMP
Description of Document	Article 12 Bond
Description	WORK AGREEMENT
Consideration Price (Rs.)	0 (Zero)
First Party	COMMISSIONER BBMP
Second Party	VIMOS TECHNOCRATS PVT LTD
Stamp Duty Paid By	COMMISSIONER BBMP
Stamp Duty Amount(Rs.)	200 (Two Hundred only)

CONTRACT FOR CONSULTING SERVICES

Agreement No: EE-2/Lakes/50/08/2014-15, Dated: 23/12/2014

THIS CONTRACT **"Preparation of DPR for Improvements to Doddabommasandra Lake under phase 2 in Bangalore"** is entered into this 23rd day of December 2014, by and between **Executive Engineer-2 Lakes, Bruhat Bangalore Mahanagara Palike, Bangalore** herein referred to as the "Client" having its principal place of office at 3rd floor, Annex-3 building, Head office premises, BBMP, N.R.Square, Bangalore-560002 and **M/s Vimos Technocrats Pvt Ltd** herein referred to as "Consultant" having

Executive Engineer
Lakes, BBMP

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Rashmi S.R
VIMOS Technocrats Pvt. Ltd.
Bangalore

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its principal office located at # 412, 1st Floor, 20th main, Chord Road, 1st Block, Rajajinagar, Bangalore- 560010.

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services:

(i) The Consultant shall perform the services specified in Attachment A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

(ii) The Consultant shall provide the reports listed in Attachment "Consultant's Reporting Obligations," within the time periods listed in such Attachments, and the personnel listed in Attachment C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to Perform the Services.

2. Term:

The Consultant shall perform the Services during the period commencing the date **23/12/2014** and continuing through **22/01/2015** or any other period as may be subsequently agreed by the parties in writing. The consultant should provide the services till the approval of D P R from Competent Authority.

3. Payment:

A. Ceiling:

For Services rendered pursuant to Attachment A, the Client shall pay the Consultant an amount not to exceed a ceiling of **Rs. 4,64,000.00 (Rupees Four Lakhs Sixty four Thousand only)** (inclusive of all taxes). This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract will be as per Clause 7 of Annexure-1 (Terms of Reference)

B. Deleted

C. Deleted

For
Rashmi S.R
VIMOS Technocrats Pvt. Ltd.
Bangalore

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D. Payment Conditions

Payment shall be made in Indian Rupees, no later than 60 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4.

4. Contract Administration :

A. Coordinator:

The Client designates **Assistant conservator of Forest, Lakes, BBMP** as Client's Coordinator; The Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Timesheets:

During the course of their work under this Contract, including field work the Consultants' employees proving services under this contract may be required to complete timesheets or any other document used to identify the time spent, as well as expenses incurred, as instructed by the coordinator.

C. Records and Accounts:

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultants' records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

5. Performance Standard:

The Consultants undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality:

The Consultants shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

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Lakes, BBMP

For
VIMOS Technocrats Pvt. Ltd.
Bangalore

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7. Ownership of Material:

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultants for the Client under the Contract shall belong and remain the property of the Client. The Consultants may retain a copy of such documents and software; but shall not use them for purposes unrelated to this Contract without prior written approval of the Client.

8. Consultants not to be engaged in certain activities:

The Consultants agree that during the term of this Contract and after its termination, the Consultants and any entity affiliated with the consultants, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance:

The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultant shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with the services which result from the fault of the Consultant or its staff. The Consultant shall provide the Client with certification thereof up on request.

10. Assignment:

The Consultant shall not assign this Contract or to sub-contract any portion without the Client's prior written consent.

11. Law governing the Contract:

The contract shall be governed by the Laws of India.

12. Indemnify the Client:

The Consultant shall indemnify and hold harmless the Client against any and all claims, demands and/or judgements of any nature brought against the Client arising out of the Services by the Consultant and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

For

Rashmi. S. R

VIMOS Technocrats Pvt. Ltd.

Bangalore

Executive Engineer

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13. Taxes:

The Consultant shall pay the taxes, duties, fees, levies and other impositions payable under the Applicable Law. The Client will perform such duties in this regard to the deduction of such tax as may be lawfully imposed. However, Consultancy Service tax payable for providing this Consultancy services shall be paid/reimbursed by the Client separately.

List of Attachments to the Contract:

Attachment A: Description of Services
Attachment B: Consultant's reporting Obligations
Attachment C: Cost Estimates of Services, List of Personnel, and Schedule of Rates.

FOR AND ON BEHALF OF
BRUHAT BANGALORE MAHANAGARA PALIKE

Signed by:

Executive Engineer
Lakes, BBMP
Designation and Address

Executive Engineer-2
Lakes
Bruhat Bangalore Mahanagara Palike
3rd Floor , New Building,
N.R.Square, Bangalore -560002

Date : 23/12/2014
Place: Bangalore

FOR AND ON BEHALF OF
M/S VIMOS TECHNOCRATS PVT LTD

Signed by:

Rashmi S R

Name and Address

Ms. Rashmi S R
Director
M/s Vimos Technocrats Pvt Ltd
412, 1st Floor,
20th main, Chord Road, 1st Block,
Rajajinagar, Bangalore- 560010

Date : 23/12/2014
Place: Bangalore

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Attachment "A"

Terms of Reference

Description of Services:

1. **Outline of the tasks to be performed**

Detailed Project Reports (DPR) for lake development works for the above mentioned lakes are to be prepared including all components of works specified in detail under the scope of works, preparation of necessary engineering designs, drawings, technical specifications, Pre-Level, Contour drawing, detailed estimates and tender schedules.

Note: The Consultant shall prepare the Detailed Project Reports referring to the Guidelines of Lake Development Authority as per letter no: CEO/LDA/Munnekolalu-Seegehalli/Lakes/DPR/2011-12/665, Dated: 04.02.2012 and the same Detailed project report has to be approved by LDA(Copies of Guidelines and Checklist are enclosed for ready reference).

2. **Schedule for the completion of the tasks**

The project duration is **1 Month** including monsoon.

3. **Data, services and facilities to be provided by the Client.**

Any data available in BBMP regarding the above work will be shared with the Consultant.

4. **Final outputs (i.e., Reports, drawings, etc.,) that will be required by the Consultant.**

DPR for Rejuvation of Doddabommasandra lake has been approved by LDA, BBMP has taken up rejuvation under phase-1and now BBMP wants to take up further improvements Amounting to Rs.5,00,00,000.00 hence Based on the guidelines of Approved DPR from LDA phase-2 DPR Should be prepared. The consultant shall submit **two copies Draft Detailed Project Report with one set of soft copy and eight copies of Final Detailed Project Report with two sets of Soft copy.**

Detailed Project Report (DPR) for lake development works for the above mentioned lakes are to be prepared including all components of works specified in detail under the scope of works, preparation of necessary engineering designs, drawings, technical specifications, detailed estimates and tender schedules.

Executive Engineer
Lakes, BBMP

For
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Bangalore

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Your applications to be submitted in two cover system comprising of technical bid and financial bid for the above lake, as per the conditions stipulated.

The DPR shall be prepared in Single stage,

(a) Detailed Project Report

The specific components of works to be planned under Draft Detailed project report are as furnished in the detailed scope of works. On approval of the Draft Detailed project report by BBMP with such changes as may be suggested by the BBMP, if any, the DPR shall be prepared along with drawings in AutoCAD format including detailed estimates with technical specifications and tender schedule etc. Three copies of the DPR together with all tender documents including drawings shall be submitted to BBMP in hard copy and one in soft copy on a CD in PDF format.

INFORMATION TO THE CONSULTANTS

(1) The above lake is located in Bangalore North Additional Taluk. Yelahanka Hobali. Doddabommasandra Village

(2) The area of the lake is 124 Acre 19 guntas

(3) This Doddabommasandra lake Phase-1 work is under progress, Sewage diverted to outlet, and Desilting Bund development, Silt trap construction, Waste weir construction, and pathway formation and for further development under phase-2 development work can be taken. At present the lake boundary was fenced by BBMP and there is no encroachment on lake bed.

(4) The consultants are advised to visit the lakes' site and study the site conditions before submission of their Proposal.

SCOPE OF WORK

As per the Approved DPR of the Doddabommasandra lake by the lake development authority vide no- LDA/A5/-Tech.Comt/12-13 dated: 23-06-2014 and the same DPR copy is available in office for kind perusal and reference and in 2nd phase the following is the Scope of the work and the project cost should not exceed more than 5 crore.

1. A joint inspection of lake and the watershed area of lake have to be carried out by the successful consultants with an official of the BBMP in respect of lake, their inlet channels and outlet channels, overflow weirs, main tank bund and peripheral bunds and important details in watershed area of lake such as major polluting stream, discharge points and their sources and solid waste dumping. This is necessary to understand the causes and sources of pollution.

For
Rashmi S R
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Bangalore

Executive Engineer
Lakes, BBMP

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2. Construction of RCC Drain at North side portion of the lake, to collect the rain water and carry out the surface water from lateral drains.

3. Improvements to Ring bund & Main bund, jogging track.

4. Inside boundary chain link fencing at inner periphery of the lake.

5. Survey and assessment of development activities such as Walking /Jogging path, Shelter, Gazeboes, Adequate Toilets, Children Parks, Parking lot etc.,

6. Irrigation pipe line, OHT & UG tank construction.

7. Remedial Measures to increase the BOD, and other water quality parameters, Curtail the algae content, Foul smell emitted from the tank and remedial measures to arrest the floating materials entering the lake.

8. Suggestions for any other Improvements required.

Summary of drawings to be prepared

Three sets of computer aided drawings have to be prepared in AutoCAD to the following scale and compact disks containing the drawings have to be supplied along with the drawings and designs. The prescribed scale for maps shall be 1 cm = 40 m for length exceeding 1 km. The drawings shall be on paper A1 of size i.e. 841 x 594 mm. The consultant may adopt any other scale in consultation with the BBMP.

Lake side elevation drawing details of surplus weir – Road Bridge showing dimensions of vent ways and overflow weir levels shall be drawn to 1 cm = 5 m scale.

Detailed Project Report:

The Detailed Project Report (DPR) shall provide the following details.

1. Brief description and present physical status and environmental status of watershed of the lake.
2. Proposed improvements as per the requirement to the lake structures, inlet channels and outlet channels including:
   - Path way improvements (KERB laying), Jogging track
   - Gazebo construction
   - Watch men shed & Toilet block construction
   - RCC drain at North side portion of the lake

Executive Engineer
Lakes, BBMP

For
Rashmi.S.R
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Bangalore

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- Construction of a "Constructed/Engineered Wetland" at the inlet zones to take the required treated water from BWSSB's STP for augmenting the lake for evaporation and percolation losses.
- Terracing and levelling the sides of lake from ring bund up to the road boundary
- Inside chain link fencing around the lake.
- Irrigation pipe line.
- Construction of OHT & UG Sump tank.
- Survey and assessment of Green area required to preserve the habitat including plantation in foreshore for erosion control.
- Survey and assessment of development activities such as Walking /Jogging path, Shelter, Gazeboes, Adequate Toilets, Children Parks, Parking lot etc.,

3. Conceptual plan drawing with necessary typical type design drawings for various development works proposed by the consultants and the respective engineering drawings for various components of construction works for lake development.
4. Cost estimate for the above items of works based on current SR of the local PWD / MI circle shall be prepared.
5. Suggesting guidelines for promoting environment awareness to public and achieving voluntary public participation in the pollution prevention and lake management works.
6. Guidelines for training of Government officers and members of citizen committee
7. Preparation of a time schedule for implementing the Lake development projects
8. Preparation of detailed estimates including O & M.
9. Preparation of drawings, Designs and tender schedule.
10. Preparation of construction drawings including necessary structural engineering drawings wherever necessary.

Force majeure:

Notwithstanding the provisions of the tender, the first party (winning bidder/ tenderer/consultant) shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For Rashmi S.R
VIMOS Technocrats Pvt. Ltd
Bangalore

Executive Engineer
Lakes, BBMP

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For purposes of this Clause, "Force Majeure" means an event beyond the control of the first party and not involving the first party and not involving the first party's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the second party / client (Bruhat Bangalore Mahanagara Palike) either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the first party shall promptly notify the client in writing of such conditions and the cause thereof. Unless otherwise directed by the client in writing, the first party shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The second party / client may terminate this contract, by giving a written notice of minimum 30 days to the first party, if as a result of Force Majeure, the first party being unable to perform a material portion of the services for a period of more than 60 days.

In the event of a force majeure arising, both parties having acted in the manner hereinbefore provided shall restrict their claim to the extent of the contractual obligations already performed and no claim shall arise for the unperformed portion of the contract.

FOR AND ON BEHALF OF
BRUHAT BANGALORE MAHANAGARA PALIKE

Signed by:

Executive Engineer
Lakes, BBMP

Designation and Address

Executive Engineer-2
Lakes
Bruhat Bangalore Mahanagara Palike
3rd Floor , New Building,
N.R.Square, Bangalore -560002

Date : 23/12/2014
Place: Bangalore

FOR AND ON BEHALF OF
M/S VIMOS TECHNOCRATS PVT LTD

Signed by:

Rashmi .S.R

Name and Address

Ms. Rashmi S R
Director
M/s Vimos Technocrats Pvt Ltd
412, 1st Floor,
20th main, Chord Road, 1st Block,
Rajajinagar, Bangalore- 560010

Date : 23/12/2014
Place: Bangalore

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Attachment "B"

Duties & responsibilities "Consultant Obligations" that will be required of consultant.

1. **The Consultant services shall prepare the DPR broadly as under:-**

   A. **Detailed Project Report**

   B. **Preparation of Bid documents**

      A. **Detailed Project Report:** - Includes details of civil works, technical specifications and cost estimates as stipulated above.

      B. **Preparation of Bid documents:** - Includes preparation of bid documents as per transparency act for civil works as stipulated above.

   The consultant shall submit two copies Draft Detailed Project Report with one set of soft copy and eight copies of Final Detailed Project Report with two sets of Soft copy.

2. **Composition of Review Committee and review procedure to monitor consultants work**

(a) Chair man	-	Chief Engineer, Lakes.
(b) Member (Technical)	-	Executive Engineer-2, Lakes.
(c) Member (Finance)	-	Accounts Superintendent, Lakes.

FOR AND ON BEHALF OF
BRUHAT BANGALORE MAHANAGARA PALIKE

Signed by:

Executive Engineer
Lakes, BBMP

Designation and Address

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Lakes
Bruhat Bangalore Mahanagara Palike
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Date : 23/12/2014
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FOR AND ON BEHALF OF
M/S VIMOS TECHNOCRATS PVT LTD

Signed by:

Rashmi. S.R

Name and Address

Ms. Rashmi S R
Director
M/s Vimos Technocrats Pvt Ltd
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20th main, Chord Road, 1st Block,
Rajajinagar, Bangalore- 560010

Date : 23/12/2014
Place: Bangalore

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Attachment "C"

List of key personnel:

Name:	*Position*
M. G. Sriram *B.E., M.E.,*	Team leader with civil/ Environmental Engineering back ground.
N.Bommaiah *B.E., M.I.E.,*	Hydrology/Water resource engineer - 1No.
Rashmi S.R *B.E., M.tech*	Environmental /Chemical Engineer 1No
Mehar Ali Khan *B.E., M. Tech*	Structural Engineer- 1No

Payment Schedule:

(A) On acceptance of Draft Detailed Project Report: 40% of the approved amount after the acceptance of the Draft Detailed Project report.

(B) On Acceptance of DPR : 40% of the approved amount after the acceptance of the Final DPR

(C) On submission of Bid documents: 20% of the approved amount after the acceptance of the Bid documents.

FOR AND ON BEHALF OF
BRUHAT BANGALORE MAHANAGARA PALIKE

Signed by:

Executive Engineer
Lakes, BBMP

Designation and Address

Executive Engineer-2
Lakes
Bruhat Bangalore Mahanagara Palike
3rd Floor , New Building,
N.R.Square, Bangalore -560002

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FOR AND ON BEHALF OF
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Signed by:

Rashmi. S.R

Name and Address

Ms. Rashmi S R
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